

OPEN SESSION

PRELIMINARY AGENDA

December 6, 2022

- I. **SPECIAL MEETING WORKSHOP** **11:00 AM**
 - A. Port Green Team Presentation

- II. **EXECUTIVE SESSION** **11:40 AM**
 - A. Infrastructure and security of agency
computer/telecommunications network per RCW 42.30.110(1)(a)(ii)

- III. **OPEN SESSION** **12:00 PM**
 - Pledge of Allegiance

CONSENT ITEMS

All matters listed under Consent Items have been distributed to each member of the Commission for review, are considered routine, and will be enacted by the motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

- A. Approval of Minutes of the Regular Meeting on November 16th, 2022
- B. Approval of Checks

PUBLIC COMMENT

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

NEW BUSINESS/DISCUSSION ITEMS

- C. Broadband Feasibility Study Final Report by Petrichor – David Ripp
- D. RKM Development update on Hyas Point – David Ripp
- E. Mehrer Property Purchase & Sale Agreement – David Ripp
- F. Goodstein Law Group Professional Services Agreement – David Ripp
- G. 2023 Commission Calendar – David Ripp

PUBLIC COMMENT

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

ACTION ITEMS

- H. Mehrer Property Purchase & Sale Agreement
- I. Goodstein Law Group Professional Services Agreement
- J. 2023 Commission Calendar

STAFF REPORTS & COMMENTS

- K. Chief Executive Officer & Directors

COMMISSIONER REPORTS & DISCUSSION

ADJOURN

Regular business and meetings that may be attended by members of the Commission:

Date

Meeting

*December 7th – 9th

Washington Public Ports Association Annual Meeting in
Tacoma

(*Denotes events that in which two (2) or more Commissioners may attend)

Join the meeting on the Conference Call Line: (253) 215-8782 Meeting ID: 977 5197 8968, Password: 091071 or via
this video link: <https://zoom.us/j/97751978968?pwd=V2o3bTRNOUVkMlhZMVo3cHkzZDhuQT09>

MINUTES OF THE REGULAR COMMISSION MEETING

PORT OF CAMAS-WASHOUGAL

November 16, 2022

By: Juli Burnett, Administrative Assistant

A Regular Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually at the Port Office at 24 South 'A' Street, Washougal, WA on Wednesday, November 16, 2022, at 12:01 pm. Prior to the Regular Meeting an Executive Session was held at 10:00 am to discuss one item relating to Personnel Evaluation and was expected to take 120 minutes. No decisions were made.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer, Chief Executive Officer David Ripp, Director of Business Development & Real Estate Derek Jaeger, Director of Finance Krista Cagle, Director of Facilities Eric Plantenberg, Environmental/Project Manager Jennifer Taylor, IT Specialist Kyle Chinn, Administrative Assistant Juli Burnett, and members of the press and public. The public has access in person and through a designated Zoom conference call line or video link.

At 12:01 pm, following the Pledge of Allegiance, Commissioner Cassi Marshall called the Open Session public meeting to order. This meeting is being video recorded, and the chat function has been disabled.

CONSENT ITEMS

- Minutes & Checks

Minutes from the Regular Meeting on November 2, 2022, and electronic payments and the issuance of general fund checks 8407-8439 in the total amount of \$465,255.66 were presented for approval. After a brief discussion, a motion was made for unanimous consent by Commissioner Keister and seconded by Commissioner Spencer, the minutes and electronic payments and checks were carried unanimously.

PUBLIC COMMENT #1 – No comment was made.

NEW BUSINESS / DISCUSSION ITEMS

- SOA IT Audit

IT Specialist, Kyle Chinn, introduced Mike Hjermsstad with the Washington State's Auditor Office. Hjermsstad commented, to determine if the Port has effective IT security practices in place, we conducted tests to determine if selected controls implemented properly and functioning effectively. We reported the results, including any problems and vulnerabilities we identified to the Port as they were completed. The Port's IT security policies, procedures, and practices were assessed to identify any improvements that could make them stronger. We found that, while the Port's IT policies and practices partially aligned with industry leading practices, there were areas where it could make improvements. We communicated the detailed results of our work and recommendations to responsible officials and staff for review, response, and action. In summary, responsible officials and staff expressed agreement with the audit results and an intent to use them to continue to improve their cybersecurity posture. Chinn thanked Hjermsstad for his flexibility during this process. Commissioner Spencer asked

if he and Kyle can setup a time for an in-depth review and Chinn replied yes. Commissioner Marshall commented she would also be interested in learning more. Ripp commented that an Executive Session can be scheduled to discuss.

- 3rd Quarter Presentation

Director of Finance, Krista Cagle, presented the Port's 3rd Quarter Financials.

A few highlights include:

- Net Operating Income \$358,525.00
- Cash Reserves \$6,821,231.00
- Marina, Airport, and Industrial Park continue to stay 100% occupied

Cagle presented the Port's Parks & Trails financials for the 3rd Quarter and confirmed there is a net loss as anticipated. However, Adopt-a-Bench sales have increased with a total of 6 sold in 2022. Commissioner Keister asked if we want to purchase more benches, do we have it in the budget and Cagle replied not currently, but we can make room in the budget.

Director of Business Development & Real Estate, Derek Jaeger, presented the Industrial Trends and Port Business Interest for the 3rd Quarter. In Clark County, the vacancy rate for industrial/commercial space is 3.6% and the average rate per square foot is \$0.85 cents. Jaeger commented Building 20 is currently 66% pre-leased and has 16,500 square feet available for lease. There is one interested party that would like to meet after the Thanksgiving holiday to discuss leasing 6,600 square feet. Commissioner Spencer commented we have preleased 66% of Building 20 but have already hit 74% job quota.

Project/Environmental Manager, Jennifer Taylor, presented the 3rd Quarter Capital Project Update. Building 20 is still in construction and is anticipated to be completed in March 2023. The Breakwater Access Improvement is also still in construction, as there have been some supply chain delays for the electrical and water pedestals. Commissioner Marshall commented that the Parkersville PAC Group asked her why the grass is not being restored and Taylor replied there are still trucks utilizing the park/grass and it will be reseeded spring 2023. Taylor commented the Electrical Vehicle charging station was completed in the 3rd Quarter, along with the Grove Field Apron Expansion. Ripp thanked Taylor and Plantenberg for working diligently on this project as the asphalt had to be redone so it was done correctly.

- Resolution 5-22 Tax Levy

Director of Finance, Krista Cagle, presented Resolution 5-22 Tax Levy. This resolution is a part of the 2023 Budget. The dollar amount of the increase over the actual levy amount from the previous year shall be \$28,422.63 which is a percentage increase of 1% from the previous year. A certified budget request or estimate is filed with the County Legislative Authority, separate from this resolution. As required by RCW 84.52.020, that filing certifies the total amount to be levied by regular property tax levy. Approval will be requested during Action Items.

- 5-year Capital Improvement Budget

Director of Finance, Krista Cagle, presented the 5-year Capital Improvement Budget. The total budgeted amount for capital improvements for 2023 is \$5,582,352.00.

Commissioner Marshall commented that the 5-year plan is a living/working document and is pleased that there is flexibility when needed. Approval will be requested during Action Items.

- **Grit Overland Lease**

Director of Business Development & Real Estate, Derek Jaeger, presented the Grit Overland Lease. The lease is for Building 20 Bay 4 (3,300 square feet). The lease term is 18-months with three 18-month lease options. This timeframe will accommodate flexibility for their business growth. The rate is \$0.85 cents per square foot with a 4.5% increase every 18-months. Grit Overland manufactures adventure vans and will be installing Patriot Timber Products in their adventure vans. Patriot Timber Products sells plywood from plantation and sustainable wood sources. Here is the link to their website: <https://www.patriottimber.com/RevolutionPly-Plywood.php> Commissioner Keister commented the synergy among businesses at the Industrial Park is going well! Approval will be requested during Action Items.

PUBLIC COMMENT #2

Ernie Suggs, Washougal City Council, thanked the Port staff for their updates and can't wait for the next project in 2023!

Sally Luse, Washougal resident, commented that there is a Camas-Washougal Aviation Association meeting tonight at 7:00 pm. Commissioner Spencer commented he will be attending.

Rick Andersen, FlyIt Academy, commented he is working on his proposal regarding fuel at Grove Field and wanted to see if there was a way to expedite the process. Ripp commented he is happy to answer any questions and is looking forward to reviewing his business plan.

PUBLIC HEARING

At 12:54 pm, Commission President Marshall opened the Public Hearing to discuss the 2023 Preliminary Budget and the Comprehensive Scheme of Harbor Improvements. Commissioner Marshall stated the laws of the State of Washington make it the duty of the Port Commission to create a budget showing the estimated revenues and expenditures of the Port for the year 2023. This Port Commission did create a budget. The 2023 budget's estimated revenues and expenditures includes a capital budget that is consistent with the Port's Comprehensive Scheme of Harbor Improvements and enumerated in the Port's vision, mission, goals, and objectives statements. The law also requires a public hearing for the public to comment on the 2023 Preliminary Budget. Proper public notice was given by published notice according to the requirements of RCW 84.55.120 and RCW 53.35.020. The Public Notice called out that the Commission will hold a public hearing on the 2023 Budget and the Port's Comprehensive Scheme today November 16, 2022 and that members of the public may give comments. We will begin the hearing with the Staff Presentation on the budget, followed by public comment. After comments are received, the Port Commission will consider approving the budget. Director of Finance, Krista Cagle, presented a summary of the 2023 Preliminary Budget. Project net income for 2023 will be just shy of \$409,000.00 No changes will be made to the Comprehensive Scheme of Harbor Improvements. Commissioner Marshall commented that any attendees in person or via Zoom who wish to make a public comment please do so now. No public comment was made. Commissioner Marshall commented, with there being no further

testimony, I now close the public testimony portion of the Public Hearing. Keister motioned to adopt the 2023 Budget & Comprehensive Scheme of Harbor Improvements and Commissioner Spencer seconded. Commissioner Marshall stated the 2023 Budget & Comprehensive Scheme of Harbor Improvements is adopted, and the Public Hearing is now closed.

ACTION ITEMS

- Resolution 5-22 Tax Levy
Commissioner Marshall requested formal approval of Resolution 5-22 Tax Levy. Upon motion by Commissioner Spencer, seconded by Commissioner Keister and carried unanimously, the approval of Resolution 5-22 as presented, effective November 16, 2022.
- 5-year Capital Improvement Budget
Commissioner Marshall requested formal approval of the 5-year Capital Improvement Budget. Upon motion by Commissioner Keister, seconded by Commissioner Spencer and carried unanimously, the approval of the 5-year Capital Improvement Budget as presented, effective November 16, 2022.
- Grit Overland Lease
Commissioner Marshall requested formal approval of the Grit Overland Lease. Upon motion by Commissioner Spencer, seconded by Commissioner Keister and carried unanimously, the approval of the Grit Overland Lease as presented, effective November 16, 2022.

STAFF REPORTS & COMMENTS

- Chief Executive Officer
Chief Executive Officer, David Ripp, commented on November 7th he attended the Public Hearing on the North Shore Sub-area plan and spoke in support of the project. Ripp will continue to work with the city of the future of Grove Field. Ripp commented he spoke with Mayor Hogan regarding on an urban forester and still waiting to hear back to confirm. Ripp commented that the Clark County Public Ports/3 Ports meeting will be on November 29th, and it will be from 12:00 pm – 2:30 pm at The Port of Vancouver.
- Director of Finance
Director of Finance, Krista Cagle, commented the Christmas Ship Parade will be on Saturday December 3rd at 6:00 pm. The Port office will not be open, but the public is allowed to view the parade from Port property.
- Director of Facilities
Director of Facilities, Eric Plantenberg, commented interviews will start tomorrow for the two ground maintenance positions. Both are full time positions that will start January 1, 2023.
- Director of Business Development & Real Estate
Director of Business Development & Real Estate, Derek Jaeger, commented he and Leasing Agent, Juli Burnett, spoke at Washougal High School for the Career Training & Education Pathways seminar. It went well and the kids asked great questions about the Port!

- Environmental/Project Manager
Environmental/Project Manager, Jennifer Taylor, commented on Monday, November 21st the design and engineering firm consultant interview and selection process will take place for 41st Street. A company will be under contract before the end of the year.

COMMISSIONER REPORTS & DISCUSSION

- Commissioner Spencer
Commissioner Spencer commented he attended the Camas-Washougal Community Chest meeting. One idea was to put a welcome packet together and would it be appropriate to come from the Port. Ripp commented he and Jaeger will discuss this matter. Jaeger commented he likes the idea of a welcome packet but agrees he would like to discuss with Ripp. Commissioner Spencer commented the City of Camas is having an Open House this evening at Lacamas Lodge at 6:00 pm.
- Commissioner Keister
Commissioner Keister commented the following Washington Public Ports Association Knowing the Waters guidebook is worth reviewing again:
<https://static1.squarespace.com/static/5a8499e518b27dc83c2403ce/t/5d4b160243c30600012410b2/1565201925015/knowingthewaters.pdf>
Commissioner Keister suggested to have the 5:00 pm Commission Meetings in 2023 moved to 12:00 pm. Commissioner Marshall and Commissioner Spencer agreed that would be a good idea and can be voted on.
- Commissioner Marshall
Commissioner Marshall made no comment.

At 1:26 pm the meeting adjourned.

PORT OF CAMAS-WASHOUGAL COMMISSION

Commissioners

PURCHASE and SALE AGREEMENT

Clark County, Washington, November 4, 2022.

- 1. **PARTIES.** This PURCHASE and SALE AGREEMENT ("Agreement") is made between The Port of Camas Washougal, a Washington public port district as "Buyer/Purchaser", and Kent Mehrer, an unmarried man, as "Seller". Buyer agrees to purchase, and Seller agrees to sell Seller’s property on the following terms and conditions:

- 2. **PROPERTY DESCRIPTION.** The real property of the Sellers that is being sold pursuant to this Agreement is approximately 5 acres, Clark County Tax Parcel Number 175544000; commonly described as 26419 10th Street Camas, WA 98607, together with all house(s), hangers, garages and buildings and other improvements located on the land described in **Exhibit A**, including but not limited to house(s), garage(s), and airplane hangar(s) (the "Property"). The complete Legal Description of the Property is attached as **Exhibit A**.

- 3. **PURCHASE PRICE:** The Purchase Price shall be Nine Hundred Thousand and no/100's Dollars (\$900,000.00) (“Funds”) payable as follows: (1) Funds shall first be used to pay off Seller’s underlying Reverse Mortgage(s) obligations such that the Property is conveyed to Buyer with no underlying encumbrances other than the Note and Deed of Trust described herein below, (2) from remaining Funds’ balance, if sufficient, Twenty thousand and no/100's Dollars shall be disbursed to Seller as part of Closing; (3) the net remaining balance of Funds shall be paid in one hundred eighty (180) equal monthly payments (as determined at Closing after the first two deductions are calculated), which monthly amounts shall be paid in accordance with the terms and conditions of the Note and Deed of Trust attached as **Exhibits B and Exhibit C. BUYER WARRANTS THAT IT SHALL NOT USE THE PROPERTY FOR AGRICULTURAL PURPOSES.**

- 4. **RESERVED LIFE ESTATE:** Contemporaneous with the closing of the Property, the Buyer shall grant to Seller a Life Estate whereby Sellers retain the use of the Property as shown in **Exhibit A** hereto, consisting of approximately 5 acres/square feet, which includes Seller’s principal residence, outbuildings, all fixtures contained therein, and the immediately surrounding area with termination as described herein below. The term of the Life Estate is measured by the following events: Seller shall have the exclusive right to reside in and use the Property for so long as Seller is alive and intends to live on and actually does live on the Property excluding temporary absences (“Life Estate Measuring Terms”). Seller shall also satisfy all of Sellers’ obligations with respect to the Property. Within twenty days of the date the Life Estate Measuring Terms have ended, Buyer’s Note referenced in Paragraph 3 herein shall become due and payable in full. Seller shall have ninety (90) days after termination of the Life Estate to remove their personal property and vacate the Property. Any personal property not removed within such ninety (90) days shall be deemed

SELLER’S INITIALS (_____) (_____)

BUYER’S INITIALS (_____)

abandoned and may be disposed of by Buyer or become the property of Buyer, in Buyer's sole and absolute discretion, without notice to Seller.

Seller's obligations with respect to the Property include maintaining the Property and all improvements located thereon in good condition, and otherwise discharging when due all taxes, utilities, and other expenses or obligations arising out of or related to their occupancy of the Property. Buyer shall have no obligation to perform any landscaping or any maintenance or repairs on any buildings or other improvements on the Property or any other part of the Property. Buyer shall have the right to inspect the Property and shall have the right (but not any obligation) to perform necessary repairs on the Property at Seller's expense if Seller fails to do so after thirty (30) days written notice from Buyer. Seller shall maintain property insurance insuring all personal property. Buyer will not provide any insurance for the property, any buildings or other improvements located thereon, or any of Seller's personal property.

5. **CONTINGENCIES:** This Agreement is contingent on Buyer's satisfaction, in Buyer's sole discretion, that the Property is suitable for Buyer's intended purpose. Buyer shall have thirty (30) days from the date of complete execution of this Agreement to terminate this Agreement based on Buyer's dissatisfaction with the condition of the Property. Failure to terminate this Agreement within thirty (30) days of the date of complete execution of this Agreement shall constitute a waiver of this contingency. Seller shall permit Buyer, at Buyer's sole expense and risk, to enter upon the Property to conduct investigations necessary for Buyer's determination of suitability. Buyer agrees to indemnify and defend Seller from all liens, liabilities, costs and expenses (including attorneys and experts fees) arising from or relating to Buyer's entry onto and inspection of the Property.
6. **CLOSING SCHEDULE:** Closing shall occur not sooner than December __ 2022 and not later than one hundred twenty (120) days following complete execution of this Agreement, which shall also be the termination date of this Agreement. "Closing" shall mean the date on which funds are available for disbursement.
7. **CONVEYANCE OF TITLE:** Conveyance of fee title shall be by statutory warranty deed.
8. **POSSESSION:** Buyer shall take physical possession at the termination of the Life Estate, pursuant to the terms of Paragraph 5 herein.
9. **ESCROW/CLOSING COSTS:** Closing shall occur at Clark County Title Insurance Company, who shall act as the escrow/closing agent. Unless limited by law or modified by the terms of this Agreement, Buyer and Seller shall pay at closing all customary and usual closing costs and fees, including but not limited to the following: Buyer shall pay Seller's excise tax, the cost of the owner's standard form of title insurance, all costs and

SELLER'S INITIALS (_____) (_____)

BUYER'S INITIALS (_____)

fees associated with financing, recording fees, and all escrow fees. Taxes for the current year and interest shall be pro-rated as of the date of closing. Buyer and Seller shall deposit, when notified and without delay, in escrow with the closing agent all instruments, monies, and other documents reasonably required to complete the closing of the transaction in accordance with the terms of this Agreement.

10. SELLER'S DISCLOSURE AND REPRESENTATIONS: Seller makes no representations whatsoever regarding the suitability of the Property for Buyer's intended purpose. Buyer agrees to be solely responsible for completing a due diligence investigation prior to Closing to ensure that the Property meets the Buyer's needs. Seller makes no representations or warranties of any kind or nature regarding the presence of wastes of any kind on, in or under the Property, or the environmental condition of the Property. Specifically, Buyer accepts the zoning, moratoriums applicable to or being considered for the Property, impact fees, physical dimensions, wetlands and other critical or protected areas, if any, hazardous wastes, if any, topography, soils conditions, availability of utilities, and the character and crime rate of the neighborhood in their present as-is/where-is condition. Buyer acknowledges that Seller will only sell the Property to Buyer at the Purchase Price in its as-is/where-is condition and accordingly this provision was bargained for. Buyer has personally observed the Property and has reached Buyer's own conclusions as to the adequacy and acceptability of the Property based upon such personal inspection.

11. TITLE INSURANCE: Buyer agrees to purchase Standard Title Insurance for Buyer, to be issued by Clark County Title Insurance Company, prior to Closing. Buyer shall provide Sellers a copy of the Commitment. Buyer shall pay title insurance cancellation fees.

12. PERMITTED EXCEPTIONS TO TITLE REPORT. Buyer shall notify Seller of any objectionable matters in the title report within twenty (20) days after the later of (a) Mutual Acceptance or (b) receipt of the preliminary commitment for title insurance, and Buyer shall notify Seller of any objectionable matters in any supplemental report within ten (10) days after the later of (a) Mutual Acceptance or (b) receipt of the supplemental report. If Seller fails to give timely notice that it will clear all disapproved objections, this Agreement shall automatically terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless Buyer notifies Seller within three (3) days that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within three (3) days of receipt of the supplemental report by Buyer and Seller's response or

SELLER'S INITIALS (_____) (_____)

BUYER'S INITIALS (_____)

Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The Closing Date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall reasonably cooperate with Buyer and the title company to clear objectionable title matters and shall provide an affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions. Title to the Property at Closing shall be in the same condition as described on the Commitment except that taxes due and owing shall be paid to the date of Closing by Seller. If title cannot be made insurable at Closing, consistent with the Commitment, and if Buyer does not elect to waive any exceptions to coverage which are not consistent with this paragraph, this Agreement shall terminate, and the Earnest Money shall be refunded to the Buyer.

13. ASSIGNMENT: Buyer may not assign Buyer's interest in this Agreement without Seller's prior written consent.

14. DEFAULT/ATTORNEYS FEES: If either Buyer or Seller defaults, the non-defaulting party may seek specific performance or damages. If the Buyer or Seller is involved in any dispute relating to this transaction, any prevailing party shall recover reasonable attorney's fees and costs (including those for appeals) which relate to the dispute.

15. FIRPTA COMPLIANCE: Seller is not a "foreign person", as defined by the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations enacted pursuant thereto, and Sellers are "United States Persons" as such term is defined in Section 7701(a)(30) of the Code and will deliver to Escrow Agent prior to Closing an affidavit or certificate evidencing such fact.

16. COMPUTATION OF TIME: Unless specified otherwise herein, any periods of time referenced in this Agreement shall expire at 9:00 p.m. (Pacific Time Zone) of the last calendar day of the specified time period, unless the last day is a Saturday, Sunday, or legal holiday as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 9:00 p.m. (Pacific Time Zone) on the next business day. Any specified period of three (3) days or less shall include business days only.

17. GENERAL PROVISIONS:

Notices: Unless otherwise specified in this Agreement, any notice required or given under

SELLER'S INITIALS (_____) (_____)

BUYER'S INITIALS (_____)

the terms of this Agreement must be written, and delivered to the party receiving it at the following address:

To Sellers: Kent Mehrer
26419 10th Street
Camas, WA 98607

With a copy to Sellers' attorney:

To Buyer: Port of Camas Washougal
Attn: David Ripp, Chief Executive Officer
24 South A Street
Washougal, WA 98671
Phone: (360) 835-2196 ext. 102

With a copy to Buyer's attorney:

Carolyn A. Lake
Goodstein Law Group PLLC
501 S G Street
Tacoma, WA 98405
Email: clake@goodsteinlaw.com
Phone: (253) 779-4000
Fax: (253) 779-4411

- (a) Either party may change its address for receipt of notice by giving the other party written notice of such change. Receipt of any notice shall be defined as the earlier of three (3) business days following the postmark date, or, if the notice is not mailed, the date the notice is actually received by the party, by any means including Electronic Mail.
- (b) Faxes and Counterparts: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party, or the closing agency, the parties will confirm facsimile transmitted signatures by signing an original document. This Agreement may be signed in counterparts.
- (c) Integration: There are no verbal agreements or understandings which modify this Agreement. This Agreement constitutes the full understanding between Buyer and Seller.
- (d) Time is of the essence: Time is of the essence as to all terms and conditions of this

SELLER'S INITIALS (_____) (_____)

BUYER'S INITIALS (_____)

Agreement.

- (e) Venue/ Applicable Law: This Agreement shall be interpreted and construed according to the laws of the State of Washington; venue shall be Clark County.
- (f) Survival: All terms of this Agreement, which are not satisfied or waived prior to closing, shall survive closing. These terms shall include, but not be limited to, representations and warranties, attorney's fees and costs, disclaimers, repairs, rents and utilities, etc.
- (g) This Agreement shall be binding on the parties, their heirs, successors and assigns.
- (h) Buyer and Sellers warrant that there are no real estate agents involved in this transaction and indemnify one another against any obligation to pay a real estate commission in conjunction with this transaction.

[Signatures Appear on Next Page]

SELLER'S INITIALS (_____) (_____)

BUYER'S INITIALS (_____)

Purchaser: THE PORT OF CAMAS WASHOUGAL

By: David Ripp
It's: Chief Executive Officer

Dated: _____

Sellers: KENT MEHRER

By: KENT MEHRER

Dated: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On this 4th day of November, 2022, I certify that I know or have satisfactory evidence that Kent Mehrer is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Print Name: _____
NOTARY PUBLIC in and for the State
of Washington residing at _____
Commission expires: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On this 4th day of November, 2022 personally appeared before me the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, DAVID RIPP to me known to be the Chief Executive Officer of the PORT OF CAMAS WASHOUGAL, a Washington public port district, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said public port district.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

Print Name: _____
NOTARY PUBLIC in and for the State
of Washington residing at _____
Commission expires: _____

APPROVED AS TO FORM:

Legal Counsel for Port of Camas Washougal

SELLER'S INITIALS (_____) (_____)

BUYER'S INITIALS (_____)

EXHIBIT A
To Purchase And Sale Agreement

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK. STATE OF WASHINGTON AND IS DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 26. TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

Beginning at the quarter section corner common to Section 23 and 26, Township 2 North, Range 3 East Willamette Meridian, thence East along the Section line 1369.5 feet; thence South 2296.8 feet to the Northeast corner of the Clark-Skamania Development Corporation tract as described under Auditor's File No. G 523662 thence along the North line of said tract South West 841.10 feet to the true point of beginning ; thence from said true point of beginning, and parallel with the West line of said tract South 643.6 feet to a point on the South line of said tract; thence East along said South line 338.47 feet; thence North 643.5 feet to a point on the North line of said tract; thence West 338.47feet to the true point of beginning.

Situate in the Clark County Washington
Parcel ID 175544000

Commonly described as 26419 10th Street Camas, WA 98607

Legal Description (abbreviated): A portion of Section 26 TWP 2 North Range 3E.

SELLER'S INITIALS (_____) (_____)

BUYER'S INITIALS (_____)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into effective as of January 1, 2019 by and between the Port of Camas-Washougal, a Washington municipal corporation, hereinafter referred to as the "Port", and Goodstein Law Group PLLC, a Washington professional limited liability company, hereinafter referred to as "Legal Counsel" or "GLG", for legal services to be provided by Legal Counsel to the Port.

1. **Contract Objectives.** The Port and Goodstein Law Group as Legal Counsel are committed in this Agreement to pursuing the following mutual objectives:
 - a. Contract Management. The Port and Legal Counsel will work together in overseeing the legal services provided to the Port, with a strong focus on preventative practices that avoid litigation and contentious disputes. The Port's Director and Legal Counsel will meet monthly to review legal bills and work performed, confer on legal strategies, and develop strategies for efficient use of legal services.
 - b. Litigation Management. The Port and Legal Counsel will work together in actively managing litigation issues by seeking strategic opportunities to resolve disputes out of court.

2. **Scope of Work.** Legal Counsel will provide legal services to the Port, including general counsel services, capital projects and litigation services, as set forth herein and as requested by the Port.
 - a. General Counsel Services. Legal Counsel shall provide general legal advice to the Port, the Port Director, the Port Management and Senior Staff, and the Port Commission, regarding the legal risks of certain courses of action, recommend legal strategies, ensure compliance with all relevant laws and statutes, recommend and engage special legal counsel on matters as directed and approved by the Port Commission or the Port Director, and represent the Port as its general legal counsel. Specific duties may include:
 - i. Directing and organizing legal service functions in a manner that will support the goals, objectives and general profitability of the Port including:
 - Assisting in negotiation of leases and other agreements with Port tenants, contractors, etc.
 - Preparation and review of legal documents, including leases, permits, deeds, and miscellaneous agreements.

- Appearance at Port Commission Meetings and hearings to provide legal advice to the Commission as requested.
 - Engaging and directing special legal counsel from within the Port district on certain matters as directed and approved by the Port Commission or the Port Director when deemed advisable by the Port Commission or the Port Director to have "local counsel" represent the Port in such matters.
- ii. Review of practices, complaints and suggestions that will allow the Port to protect the needs and interests of the citizens of the County.
 - iii. Maintaining an up-to-date knowledge of current/pending policies and regulations that will allow the Port to be responsive to state, federal and special authority requirements.
 - iv. Developing criteria to use outside legal specialists to supplement position activities.
 - v. Coordinating as necessary with City and County land-use, zoning, and engineering functions regarding easements, eminent domain, and appropriate zoning issues.
 - vi. Monitoring and maintaining ongoing relationships with appropriate public agencies' legal representatives to gather advanced knowledge and interpretation of regulatory guidelines in order to provide objective legal opinion by which the Port Commission may make policy decisions and the Port Director's office may make timely operational decisions.
 - vii. Providing legal counsel to the Port Commission, Port Director, management, and other Port staff in a timely manner concerning Port-related issues and strategic planning processes.
 - viii. Coordinating with other management personnel, the Port Commission, and the Port Director.
 - ix. At the direction of the Port Director or Port Commission, representing the Port to various governmental and regulatory bodies.
 - x. Coordinating with professional associations, Port tenants, citizens and business interests, legislative bodies, the State

Attorney General's office, and various court systems on legal matters when requested.

The Lead Attorney for the general counsel services to be provided pursuant to this Agreement shall be Carolyn A. Lake.

- b. Litigation. Goodstein Law Group PLLC shall also perform litigation services, if competent in the legal issue being handled, subject to the direction of the Port Commission or the Port Director to retain special legal counsel from within the Port district when deemed advisable by the Port Commission or the Port Director to have "local counsel" represent the Port in such matters. "Litigation" shall mean the assertion of any position, right, or responsibility by or against the Port, which has been filed in any court of general or special jurisdiction, be it state or federal, or any quasi-judicial or administrative forum. Activities conducted prior to the filing of litigation shall also be considered litigation if those activities have been authorized by the Port Director or the Commission in contemplation of litigation. In instances where the Legal Counsel is not performing the litigation directly, the Legal Counsel shall supervise and manage the litigation. A separate professional services agreement will be entered into between the Port and Legal Counsel for each litigation matter.
- c. Capital Projects. Goodstein Law Group PLLC shall also perform legal services related to the Port's capital projects subject to the direction of the Port Commission or the Port Director. A Capital Project is a project that helps maintain or improve a Port asset, often called infrastructure. Capital Projects meet ONE of the following criteria:
- New construction, expansion, renovation, or replacement project for an existing facility or facilities. The project must have a total cost of at least \$10,000 over the life of the project. Project costs can include the cost of land, engineering, architectural planning, and contract services needed to complete the project, or
 - A purchase of major equipment (assets) costing \$50,000 or more with a useful life of at least 10 years, or
 - Major maintenance or rehabilitation project for existing facilities with a cost of \$10,000 or more and an economic life of at least 10 years.

3. Compensation.


- a. Hourly Rate. GLG will be compensated for its **General Legal Services** and **Capital Projects Services** at an hourly rate of \$234.8/hr during first year, without written amendment hereto. Rates for subsequent years increased pursuant to Seattle-Tacoma-Bremerton CPI-U, with minimum increase of 3% per year and maximum increase of 5% per year. This Agreement will be reviewed on a year-to-year


basis to ensure equitable treatment for both the Port and Legal Counsel.

Litigation and Special Matters Services. GLG will be compensated for its **Litigation and Special Matters Services** at an hourly rate of \$257.5 /hr during first year. Rates for subsequent years increased pursuant to Seattle-Tacoma-Bremerton CPI-U, with minimum increase of 3% per year and maximum increase of 5% per year. This Agreement will be reviewed on a year-to-year basis to ensure equitable treatment for both the Port and Legal Counsel.

- c. Expenses. The Port will reimburse Legal Counsel the amount of all costs and expenses incurred on behalf of the Port, at cost without markup. Duplicating and faxing performed in-house by Legal Counsel shall be billed to the Port at \$0.10 per page. The Port will not be charged for travel between the offices of Legal Counsel in Tacoma and the Port, or for long distance telephone charges. Meal, travel and hotel expenses will be commercially reasonable for the circumstances.
 - d. Payment Schedule. Legal Counsel shall submit to the Port, in a form approved by the Port, an invoice of services rendered during each calendar month, which shall include an hourly detail of all work performed, and a detail of all expenses incurred. The Port shall make payment to Legal Counsel within (30) days of receipt of each invoice.
4. **Term.** The parties intend the initial term of this Agreement to be three years, and further intend that the Agreement will be renewable upon mutual agreement on an annual basis thereafter. However, either party may terminate this Agreement at any time without any further obligation other than payment of fees and costs incurred by Legal Counsel through the termination date.
 5. **Conflicts of Interest.** It is expressly understood that Goodstein Law Group PLLC presently perform and will continue to perform general legal counsel and other legal services for other Washington port districts as well as other business and individual clients in Washington during the term of this Agreement. Goodstein Law Group PLLC is not aware of any present conflict of interest with respect to the performance of any of those services. If a conflict of interest arises in the future, then it will be resolved according to applicable rules of professional conduct and other applicable law.
 6. **General Considerations.** Legal Counsel will keep the Port advised as to the status and progress of all matters, and will provide the Port with copies of documents prepared or received, together with letters or phone calls that are

made to the Port. Files on Port matters will be open for inspection by the Port at any reasonable time. Legal Counsel will make every effort to handle Port matters promptly and efficiently according to established legal and ethical standards. Where there is a dispute which is subject to a third party resolution, Legal Counsel cannot predict the final result or predict with any degree of precision the amount of time necessary to properly represent the Port's interests. The Port's legal matters will be completed as quickly as possible and without any unnecessary charges.

Dated: December 14, 2018. GOODSTEIN LAW GROUP PLLC
A Professional Limited Liability Company
By: 
Carolyn A. Lake (Owner & Managing Counsel)

Dated: December 19, 2018. PORT OF CAMAS WASHOUGAL
A Municipal Corporation
By: 
David Ripp (Port Director)

2023 Commission Meeting Calendar

*First and Third Wednesday *exception January 5th*

Per Resolution 5-10

JANUARY	5th	*Thursday	Open Session	12:00 p.m.
	18th	Wednesday	Open Session	12:00 p.m.
FEBRUARY	1st	Wednesday	Open Session	12:00 p.m.
	15th	Wednesday	Open Session	12:00 p.m.
MARCH	1st	Wednesday	Open Session	12:00 p.m.
	15th	Wednesday	Open Session	12:00 p.m.
APRIL	5th	Wednesday	Open Session	12:00 p.m.
	19th	Wednesday	Open Session	12:00 p.m.
MAY	3rd	Wednesday	Open Session	12:00 p.m.
	17th	Wednesday	Open Session	12:00 p.m.
JUNE	7th	Wednesday	Open Session	12:00 p.m.
	21st	Wednesday	Open Session	12:00 p.m.
JULY	5th	Wednesday	Open Session	12:00 p.m.
	19th	Wednesday	Open Session	12:00 p.m.
AUGUST	2nd	Wednesday	Open Session	12:00 p.m.
	16th	Wednesday	Open Session	12:00 p.m.
SEPTEMBER	6th	Wednesday	Open Session	12:00 p.m.
	20th	Wednesday	Open Session	12:00 p.m.
OCTOBER	4th	Wednesday	Open Session	12:00 p.m.
	18th	Wednesday	Open Session	12:00 p.m.
NOVEMBER	1st	Wednesday	Open Session	12:00 p.m.
	15th	Wednesday	Open Session	12:00 p.m.
DECEMBER	6th	Wednesday	Open Session	12:00 p.m.
	20th	Wednesday	Open Session	12:00 p.m.

